

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

PULTE HOMES OF NEW MEXICO,
INC., a Michigan corporation; PULTE
DEVELOPMENT NEW MEXICO, INC., a
Michigan corporation,

Plaintiffs,

v.

CINCINNATI INDEMNITY COMPANY,
an Ohio corporation; THE CINCINNATI
INSURANCE COMPANY, an Ohio
corporation; THE CINCINNATI
CASUALTY COMPANY, an Ohio
corporation; HDI GLOBAL SPECIALTY SE
fka INTERNATIONAL INSURANCE OF
HANNOVER, a New York corporation;
SENTINEL INSURANCE COMPANY,
LTD, a Connecticut corporation;
GUIDEONE NATIONAL INSURANCE
COMPANY, an Iowa corporation;
COLORADO CASUALTY COMPANY, a
New Hampshire corporation; OHIO
SECURITY INSURANCE COMPANY, a
New Hampshire corporation; DONEGAL
MUTUAL INSURANCE COMPANY fka
MOUNTAIN STATES MUTUAL
CASUALTY COMPANY, a Pennsylvania
corporation; ACE AMERICAN
INSURANCE COMPANY, a Pennsylvania
corporation; FIRST MERCURY
INSURANCE COMPANY, a Delaware
corporation; CENTURY SURETY
COMPANY, an Ohio corporation; UNITED
SPECIALTY INSURANCE COMPANY, a
Delaware corporation; GEMINI
INSURANCE COMPANY, a Delaware
corporation; PELEUS INSURANCE
COMPANY, a Virginia corporation;
AMERICAN HALLMARK INSURANCE
COMPANY OF TEXAS, a Texas
corporation; CENTRAL MUTUAL
INSURANCE COMPANY, an Ohio
corporation; SOUTHERN INSURANCE

CIVIL NO. 1:22-cv-00388-MV-SCY

**ORDER GRANTING MOTION TO
DISMISS PLAINTIFFS' CLAIMS
RELATING TO MAGNUM BUILDERS
OF NM, INC.'S POLICIES, ONLY (ECF
No. 183)**

COMPANY, a Texas corporation;
NATIONAL FIRE INSURANCE
COMPANY OF HARTFORD, an Illinois
corporation; NATIONAL UNION FIRE
INSURANCE COMPANY OF
PITTSBURGH, PA, a Pennsylvania
corporation; STARR INDEMNITY &
LIABILITY COMPANY, a Texas
corporation; ENDURANCE AMERICAN
INSURANCE COMPANY, a Delaware
corporation; CLARENDON NATIONAL
INSURANCE COMPANY, as successor in
interest by way of merger with Sussex
Insurance Company fka as Companion
Property and Casualty Insurance Company, a
Texas corporation; KNIGHT SPECIALTY
INSURANCE COMPANY, a Delaware
corporation; FEDERATED MUTUAL
INSURANCE COMPANY, a Minnesota
corporation,

Defendants.

AND RELATED COUNTERCLAIM

**ORDER GRANTING MOTION TO DISMISS PLAINTIFFS' CLAIMS RELATING TO
MAGNUM BUILDERS OF NM, INC.'S POLICIES, ONLY (ECF No. 183)**

This matter comes before the Court on the Motion to Dismiss Plaintiffs' Claims Relating to Magnum Builders of NM, Inc.'s Policies, Only, filed on May 3, 2023 (ECF No. 183). The Court finds that the Motion is well-taken and should be granted.

IT IS ORDERED that Plaintiffs' claims against Defendant First Mercury Insurance Company, relating to Policy No. FMTX006556, as asserted in Plaintiffs' Complaint (ECF No. 1), in the instant matter, Case No. 1:22-cv-00388-MV-SCY, shall be dismissed with prejudice pursuant to FRCP 41(a)(1). Defendant First Mercury Insurance Company will remain a Defendant in the above-captioned case relating to all other policies, as described in Plaintiffs' Complaint. Each party shall bear their own attorneys' fees and costs;

IT IS FURTHER ORDERED that Plaintiffs' claims against Defendant Century Surety

Company, relating to Policy Nos. USA789871 and USA400656 or CCP789871, as asserted in Plaintiffs' Complaint (ECF No. 1), in the instant matter, Case No. 1:22-cv-00388-MV-SCY, shall be dismissed with prejudice pursuant to FRCP 41(a)(1). Defendant Century Surety Company will remain a Defendant in the above-captioned case relating to all other policies, as described in Plaintiffs' Complaint. Each party shall bear their own attorneys' fees and costs;

IT IS FURTHER ORDERED that Plaintiffs' claims against Defendant United Specialty Insurance Company, relating to Policy Nos. USA4000686 and ATN-SF1711155, as asserted in Plaintiffs' Complaint (ECF No. 1), in the instant matter, Case No. 1:22-cv-00388-MV-SCY, shall be dismissed with prejudice pursuant to FRCP 41(a)(1). Defendant United Specialty Insurance Company will remain a Defendant in the above-captioned case relating to all other policies, as described in Plaintiffs' Complaint. Each party shall bear their own attorneys' fees and costs;

IT IS FURTHER ORDERED that Plaintiffs' claims against Defendant Starr Indemnity and Liability Company, relating to Policy Nos. SLPGGL0118800 and SLPG-GL0292500, as asserted in Plaintiffs' Complaint (ECF No. 1), in the instant matter, Case No. 1:22-cv-00388-MV-SCY, shall be dismissed with prejudice pursuant to FRCP 41(a)(1). Defendant Starr Indemnity and Liability Company will remain a Defendant in the above-captioned case relating to all other policies, as described in Plaintiffs' Complaint. Each party shall bear their own attorneys' fees and costs; and

IT IS FURTHER ORDERED that Plaintiffs' claims asserted against Defendant Endurance American Insurance Company, in the instant matter, Case No. 1:22-cv-00388-MV-SCY, and any other claims that could have been asserted, are dismissed with prejudice. Each party shall bear their own attorneys' fees and costs.

DATED: May 5, 2023

A handwritten signature in black ink, appearing to read 'Martha Vazquez', is written over a horizontal line.

MARTHA VAZQUEZ
SENIOR UNITED STATES DISTRICT JUDGE